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NO PROPOSED DOMESTIC WATER SOURCE  
 NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM  
 NO PROPOSED PUBLIC MAINTENANCE OF INTERIOR ROADS  
 FIRE PROTECTION TO BE PROVIDED BY FIRE DISTRICT #2

**NEIGHBORHOOD MAP**

**LEGEND**

- 1. 1/4" x 1/4" GRID WITH 30' ALTIMETER CAP
- 2. 1/4" x 1/4" GRID WITH 30' ALTIMETER CAP AND APPROPRIATE DATA
- 3. 1/4" x 1/4" GRID WITH 30' ALTIMETER CAP AND APPROPRIATE DATA
- 4. 1/4" x 1/4" GRID WITH 30' ALTIMETER CAP AND APPROPRIATE DATA
- 5. 1/4" x 1/4" GRID WITH 30' ALTIMETER CAP AND APPROPRIATE DATA

**ACKNOWLEDGMENT**

STATE OF WYOMING  
 COUNTY OF LARAMIE

By *Kimberly K. Anderson*  
 Surveyor

APPROVED BY THE CLERK OF COUNTY COMMISSIONERS OF LARAMIE COUNTY  
*Debra Rapp*  
 County Clerk

**CERTIFICATE OF SURVEYOR**

I, *Kimberly K. Anderson*, a State Registered Professional Surveyor in the State of Wyoming, do hereby certify that the foregoing plat was prepared from correct and true data and that the same was correctly represented hereon in accordance with the laws of the State of Wyoming.

PREPARED FEBRUARY 2005

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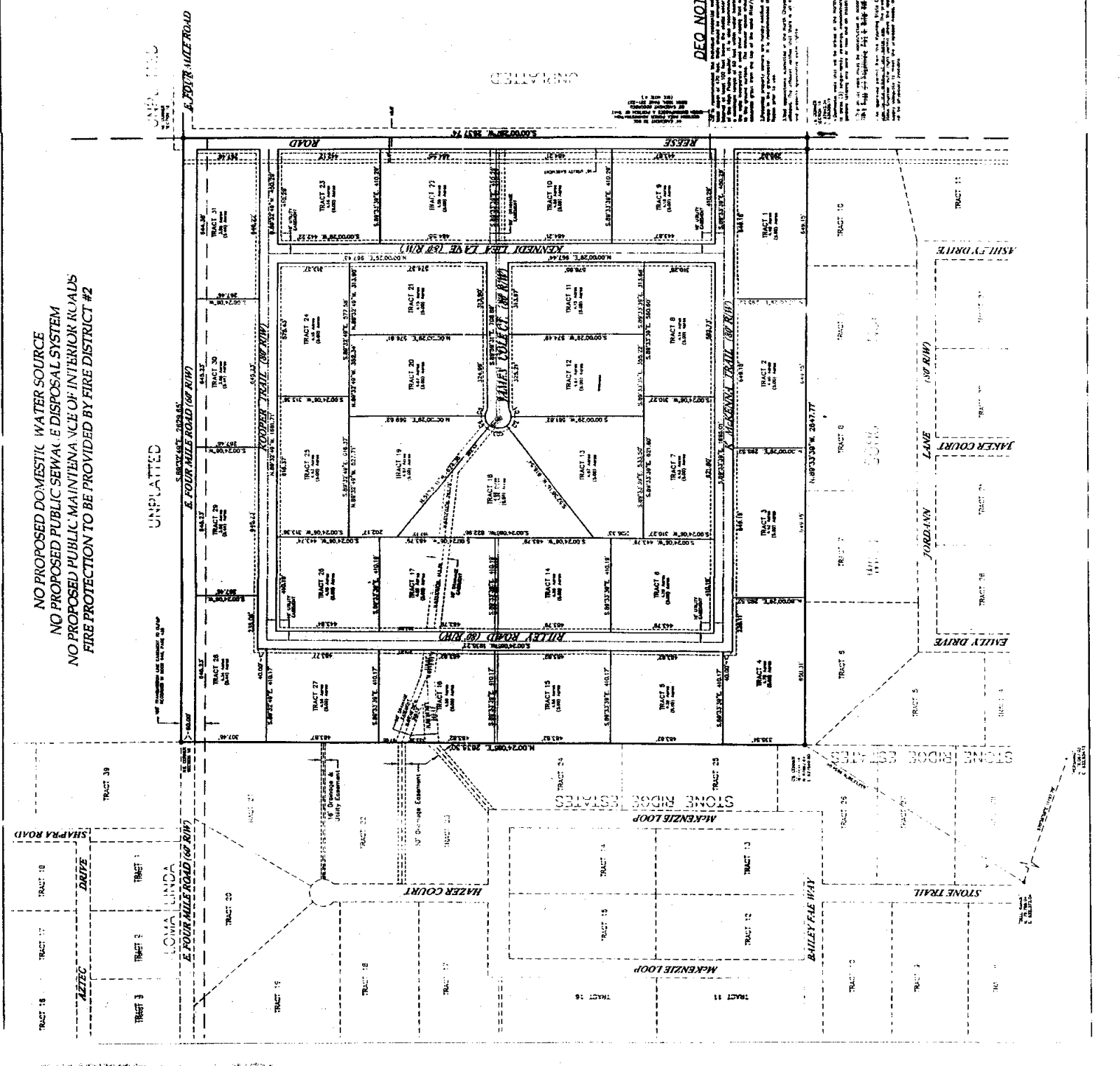
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**DECLARATION OF PROTECTIVE COVENANTS  
AND HOMEOWNERS' ASSOCIATION AGREEMENT FOR  
PRAIRIE SKY ESTATES**

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This Declaration of Protective Covenants is made this 2<sup>nd</sup> day of March, 2006, by James S. and Leslie G. Christensen, husband and wife, hereinafter referred to as the "Declarants."

**RECITALS**

Section 1: The Declarants are the owners, as tenants by the entirety of all lands in Prairie Sky Estates, a subdivision of approximately 160 acres located in Laramie County, State of Wyoming, as the same is more particularly described as:

*The Northeast Quarter of Section 18, Township 14 North, Range 65 West of the 6th P.M., Laramie County, Wyoming.*

hereinafter referred to as the "subject property."

Section 2: The Declarants due hereby covenant, agree and make the following declarations as to the limitations and restrictions to which the subject property may be put, all of which shall be deemed to run with the subject property and each and every portion thereof to ensure proper use and appropriate development, and improvement of the subject property.

The Declarants create and establish a Home Owners' Association within this Agreement which Association shall be used to enforce the terms and conditions of the Covenants covering the subject property and the rights and obligations of the Owners of the subject property.

**ARTICLE I: DEFINITIONS**

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article III of this Declaration.

Section 2: "Owner" shall mean and refer to the record owner(s), whether one (1) or more persons, of fee simple title to any Tract (or in the event of a contract for deed transaction involving any Tract, the Purchaser thereunder), but excluding those having such interest solely as security for the performance of any obligation in which event the legal owner of *such* fee simple title shall be deemed to be the Owner thereof.

**ARTICLE II: USES AND RESTRICTIONS**

Section 1: Principal Use: It is intended that the tracts within the subject property shall be used and occupied as rural single family "ranchette" residential home sites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances: No noxious or offensive activities shall be conducted on any Tract nor shall anything be done thereon which may be or may become a nuisance to the Owner or any other Tract within the subject property. For the purposes of this section, a "nuisance" shall be construed according to *case* law precedent existing in the State of Wyoming and shall include, generally that activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, thereby creating obstruction or injury to the health, safety, welfare, or right of another.

Section 3: Commercial Enterprise: No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract of the subject property.

Section 4: Home Occupation: Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable County zoning regulations. The Owner shall be responsible to

determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

- A) Any alterations and *or* construction to accommodate the home occupation use must first be approved by the Committee. The external character and appearance of the building shall be consistent with these covenants.
- B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use.
- C) No materials, goods, supplies finished products or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property.
- D) One (1) unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.
- E) There shall be only incidental sale of stocks, supplies or products on the premises, however, catalogue sales are permitted. Retail trade or business involving customer traffic and or parking shall be prohibited as in any other commercial and or business activity that necessitates customer traffic and or parking except for the incidental sale of stocks, supplies or products on the premises.
- F) Employees working on the site of the home occupation shall be bona-fide, full time residents of the residence dwelling *on* the Tract only. Employees of the home occupation who are not bona-fide, full-time residents of the residence dwelling *on* the Tract shall not be permitted to work on the property whether in or outside of any structure on the property.
- G) The following occupations shall not be allowed as home occupations upon the subject property:
  - 1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, *or* any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision services such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories.
  - 2) Massage Parlors/Technicians.
  - 3) Any other home occupation which is considered noxious, offensive, or annoying as determined by the written vote of three-quarters (3/4) or more of the then record Owners. An *Owner* shall be entitled to one (1) vote for each Tract owned.
  - 4) Any other commercial activity involving animals prohibited in Article V hereinafter.

Section 5: Dumping/trash: No Tract shall be used or maintained as a dumping ground for rubbish or junk including, but not limited to, junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage *or* disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

Section 6: Excavation: No refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.



Section 7: Vehicles: Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Tracts or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to the subject property. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

Section 8: Buildings: No structure other than one private single family dwelling together with a private garage and appropriate outbuildings as may be approved by the Committee shall be erected, placed or permitted to remain on any of the Tracts. All home construction shall be site-built construction and no mobile homes and or modular homes shall be permitted

Section 9: Temporary Structures: No structure of a temporary character (such as a trailer, modular home, mobile home, basement, tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporary or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than nine (9) months after the date on which construction is started.

Section 10: Signs: No sign of any kind shall be displayed to the public view on any Tract except as follows:

- A) The signs advertising the initial offering of Prairie Sky Estates.
- B) One sign of not more than five square feet advertising the property for sale or rent.
- C) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.
- D) One sign compatible with Section 4(D) hereinabove. Upon the completion of the construction of a home, a large sign shall be removed immediately, but, may be replaced with a five square foot sign advertising the property for sale or rent.

Section 11: Further Subdivision Restriction: No Tract of the subject property may be subdivided into smaller tracts.

Section 12: Radio and TV Antennae: Each Tract of the subject property shall be limited to no more than one (1) television antenna or satellite dish, not to exceed thirty-six (36) inches in diameter, and not more than one (1) radio antenna or tower not to exceed thirty-five (35) feet in height. No tract Owner shall cause or permit any radio or television equipment on his or her Tract to cause interference with the radio or television signals or reception of any other Tract Owner.

Section 13: Grades: The "Grade Agreement" - The Owner shall advise Cheyenne Light Fuel and Power Company, Rural Electric Company and U.S. West, hereinafter called the Utilities, prior to commencing any excavations or grades after utility facilities have been constructed, Owner will pay at their sole expense all costs of raising, lowering, relocating or otherwise rearranging, repairing, or changing such facilities when in the opinion of the Utilities such work is necessary to provide required clearances, stability and protection of structures or underground facilities in accordance with any applicable building or construction codes, and policies of the Utilities. In the event that the Owner or any independent contractor of the Owner has not complied with the terms and conditions of this provision and if damages to any existing Utility facilities occurs, the Owner shall pay all damages and loss suffered by the Utility in repairing, relocating, or replacing such facilities, including a reasonable attorney's fee. This agreement shall bind all Tract owners and shall inure to the benefit of the utilities as third party beneficiaries.



### ARTICLE III: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee: An Architectural Control Committee for the subject property is hereby constituted. The initial Committee shall consist of the undersigned, James S. and Leslie G. Christensen and Jeffrey J. and Jahna L. Stone. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Said representative shall serve until the Committee, or one of its members, provides written notice of termination. The Committee shall have the right, but, not the obligation to appoint advisors to assist it in carrying out any of the functions of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Any member of the committee may resign upon ten (10) days written notice to the other members of the Committee. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor.

The Committee shall have such powers, privileges and immunities as are set forth in this Declaration of Protective Covenants. The affirmative vote of all the members of the Committee shall constitute the action of the Committee on any matters before it. The approval *or* consent of the Committee on matters properly coming before it shall be conclusive and binding on all interested persons. The committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to this Declaration.

Section 2: Submission to Committee: No home, building, or structure *on* any Tract in the subject property shall be constructed, placed, or maintained and no substantial alteration *or* renovation of the exterior of any homes or improvements situated *on* a Tract shall be performed without complying with the submission requirements as hereinafter provided.

Section 3: Submission Requirements: Submission requirements shall be as follows:

A) For initial construction of a home *or* improvement, the Owner shall submit the following:

- 1) A plan for the proposed home *or* improvement which shall include the following information: square footage, *floor* plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials, including the roofing material.
- 2) A site plan showing the location of the structure(s), well, and septic system to be constructed on the lot, and the location and size of all roads, paths, driveways and sidewalks.
- 3) Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

B) For any alterations *or* renovations to the exterior of existing homes or improvements the *Owner* shall submit a description of the proposed change, together with plans, specifications, elevations or such other documents as requested by the Committee.

Section 4: Submission Procedures: The Committee shall consider each application based upon the eye appeal, quality, and materials described, in conformance with the declarations herein (in particular the following design and construction standards), and the harmony of the exteriors (colors, materials, and design) with the existing structures. The Committee shall also consider the proposed location of the structure(s) in relation to the topography and the roads and any adjacent construction. The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required information. In the event the Committee disapproves of any submitted plans the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable



submittal. The Committee shall deny approval of any submission(s) with a written statement of the basis of the denial.

**Section 5: Approval:** Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Once begun, any home or improvement or alteration thereto approved by the Committee shall be diligently prosecuted to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

#### **ARTICLE IV: DESIGN AND CONSTRUCTION STANDARDS**

**Section 1: General:** The minimum design and construction standards are intended to impose a code of uniformity upon the development within the SUBJECT PROPERTY. Variances to these design and construction standards may be appropriate in specific cases, at the discretion of the Committee, on a very limited case-by-case basis. However, rather than attempting to anticipate the special cases in which variances should be granted, owners should recognize that detailed refinement of these standards are a function of the review process. All variances must be approved in writing by the Committee.

**Section 2: Square Footage:** The principal dwelling must have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of no less than 1,200 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum living area of the first floor area may be reduced providing that the total living area of the 1 1/2 or 2 floors is not less than 1,500 square feet, it being understood that these minimum standards are exclusive of basement area.

**Section 3: Foundations and Attached Garages:** All dwellings shall be erected and or placed upon a permanent foundation and shall have an attached minimum two (2) car garage.

**Section 4: Building Site Plan/Minimum Building Setbacks:** A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall be located on any lot nearer than sixty (60) feet from any lot line. Water wells shall also be set back a minimum of (60) feet from any property line. If an Owner is combining two or more Tracts as a homesite, the interior lot lines of said combined parcel may be disregarded and the sixty (60) foot set back shall be measured from the exterior lot lines of said combined parcel. *However, if a dwelling or outbuilding is closer than sixty (60) feet to what was the center line between two tracts, then at no time in the future may the effected tracts be split and sold.*

**Section 5: Septic Systems:** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than one hundred (100) feet to any lot line except with the consent of the appropriate health officials of the County and State and the Committee. Any and all toilet facilities must be connected to a proper septic tank system.

**Section 6: Outbuildings:** The maximum size of any detached outbuilding shall be two thousand, four hundred (2,400) square feet. The maximum height of the side-walls of any detached outbuilding shall be twelve (12.00) feet. *Outbuildings may not exceed more than two and the two in combination may not exceed the 2,400 square feet maximum.* The location of any outbuilding shall be subject to the approval of the Committee, the intent being that all structures on a Tract shall appear appropriately integrated. *Construction of any outbuilding may precede construction of dwelling provided a plan for the proposed home and outbuildings has been submitted to the Committee and approved by the Committee.*



Section 7: Landscaping: The Owner of each Tract shall be responsible for the installation of a minimum amount of landscaping upon his/her Tract. It is the desire of the Declarants that landscaping shall be installed by the Owners to enhance the Tract and homesite, provide micro climate control, establish acceptable relationships between other Tracts and to control drainage and erosion. In order to achieve a harmonious and integrated appearance and for the purpose of complying with the landscaping requirements herein the following minimum standards wilt apply to all Tracts:

- A) Areas not occupied by structures and roads shall be kept planted with the existing ground cover or other grass of Owner's choice. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or grveled materials are also acceptable to the Committee, but must be maintained and in good condition.
- B) Every Owner shall plant no less than eight (8) trees around his/her home within three (3) years after construction of any home. However, no tree or tree line shall be planted nearer than 25 feet from any lot line with the exception of tree lines that border a road and then no tree shall be planted closer than sixty (60) feet from the property line. (property line being center of road). No unsightly shelter for trees such as used tires shall be permitted Every Owner shall maintain a minimum of eight (8) live trees as specified hereinabove, following the third year after his/her home is constructed.

Section 8: Utility Connections: All electrical and telephone lateral and or service connections and installations to homes and improvements shall be underground from the nearest available source.

Section 9: Tract Approach and Protection of Ground Cover: In order to protect the ground cover, at the commencement of any construction upon any Tract, Owner shall install an approach off of the adjacent road and onto said Tract upon which all vehicular traffic shall enter and exit said Tract. The approach must be built to county standards for Laramie County, Wyoming, in cooperation with the Laramie County Engineer. Owner shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the homesite, and in the case where a road has not yet been completed, Owner shall direct that any vehicular traffic be limited to a single path designated by Owner.

Section 10: Access To Specific Tracts: All tracts shall be accessed off of the interior roadways lying with the subject property.

Section 11: Private Drives: All homes constructed shall be accessed off of the adjacent roadway by a private drive, the construction of which shall, at the sole expense of Owner, occur simultaneously with the construction of the home and, in any event, which must be complete within sixty (60) days following completion of the home.

Section 12: Fences: No fence of any kind may be constructed without first obtaining the approval of the Committee. Any and all boundary or interior fencing approved must be constructed or materials designed for fencing, with an excepted life span not less then twenty (20) years and shall not include barb wire, sheep wire, or steel "t-posts."

Section 13: Blowing Trash: During construction, it shall be the Tract Owner's responsibility to insure that all construction related trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that all trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts. All trash containers are to be covered at all times with a functional lid. No trash will be set out for trash pickup unless in a windproof and animal proof container.

Section 14: Maintenance of Homes and Improvements: All Owners shall maintain, or provide for the maintenance, of homes and improvements upon their Tracts.

Section 15: Orientation of Homes upon Tracts: The placement of a home upon the tract must be approved by the Committee. As a general proposition, all homes shall be situated upon a Tract so that the front of the home, generally, faces a road from which the home is accessed.

Section 16: Homeowners' Association: The ownership of any Tract subject to this Declaration shall impose and confer upon any such owner the obligations and benefits of membership in the Prairie Sky Estates Home Owners' Association. The Association shall enforce this Declaration, appoint members to the Committee, assess its members for the costs of management of the Association and the maintenance of roads within the Subject Property, provide an organizational entity for other activities of the Tract Owners and promote the common interest of its members. The annual assessment (the "Dues") to be imposed upon Tract Owners shall be determined by the Association but shall not exceed an individual Tract Owner's proportionate share of the operational and maintenance expense of the Association.



Determination of the amount of annual Dues shall be made on an annual basis at a regular meeting of the Association.

Homeowners' Association Dues shall be payable upon Closing of the purchase and sale or other conveyance or transfer of any Tract, whether improved or unimproved, on a pro-rated basis, in advance. In those instances where the sale of a Tract is financed, the dues shall be included as an escrow item in the same manner as ad valorem or real property taxes and insurance, and made payable to the Association.

The Dues shall be sufficient to fund the operational requirements of the Association and the snow removal from, and maintenance of, the roads. That portion of the Dues dedicated to road maintenance shall be sufficient to support the following maintenance program:

1. The first annual inspection shall be conducted in the summer of 2009. This shall be done by a professional that is qualified in pavement, maintenance and inspections. The main points to be checked are alligator cracking, sub-grade failure, excessive wear areas and drainage problems, being mindful that pavement deteriorates from both the bottom and the top. Ditch maintenance will be inspected to determine if any grading is required.
2. Annual inspection, as stated in point #1 above, shall be performed in each succeeding year, except in 2014 and 2019 and each five years thereafter, as provided below.
3. In 2014, a professional engineer will perform an inspection to determine if crack sealing or chip sealing is required.
4. In 2019, a professional engineer will provide a full inspection, including sub-grade inspections, wear surface inspections and culvert inspections.
5. Upon completion of each inspection, a written report shall be provided to the Home Owners' Association. The Association will review the report to determine if any critical repairs are needed at that time.

The Initial Home Owners' Association Dues shall be two hundred dollars (\$200.00) per Tract, per year. This amount may be amended by the Home Owners' Association upon a majority vote of the Owners of the Tracts after the first year of operation of the Home Owners' Association.

## **ARTICLE V: ANIMALS**

Section 1: Domestic Pets: Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. However, each tract shall have no more than three (3) dogs and three (3) cats at any time. All such domestic pets shall be under the control of the Owners at all times and shall not be allowed to run free off the Owners Tract. All Tract Owners shall ensure that any pets kept by such Owners shall not be a nuisance to any other Tract Owner or resident.

Section 2: Other Animals: No livestock or fowl of any kind including, but not limited to, horses, cows, sheep, chickens, swine, and or other farm animals shall be permitted on Tracts 2, 4-8, 10-21, 23-28 or 30.

With respect to Tracts 1, 3, 9, 22, 29, and 31, two (2) horses may be kept for recreational purposes on each such tracts. Horses on said tracts must be kept on the back Y3's thereof. No horses are allowed on any of the other remaining tracts within the subject property.

If an Owner wants to have horses on the permitted Tracts, an Owner must first receive written approval from the Architectural Control Committee. Such approval will not be given unless the Owner demonstrates that adequate stable facilities and adequate non-grazing feeding arrangements shall be in place. Stables and corrals shall be maintained in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed.

With respect to all of the Tracts, 4-H, FFA, or similar non-commercial projects limited in scope and duration may be permissible on a case-by-case basis subject to written approval of the Architectural Control Committee. However, horses will only be allowed on designated tracts described above.



## ARTICLE VI: GENERAL PROVISIONS

**Section 1: Enforcement and Remedies:** These covenants, conditions and restrictions may be enforced by any legal or equitable Owner or by the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these Covenants shall be responsible for all costs and the reasonable attorney's fees incurred by the Owners or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation. Whether said violation shall be of the same or of a different provision within these Covenants.

It is not the obligation nor the responsibility of the Committee or Declarants to prosecute violations of these Covenants. Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarants relating in any way to violation of the covenants by another Owner,

**Section 2: Duration and Amendment:** The covenants and restrictions of this Declaration shall run with and bind the subject property for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then recorded Owners.  
An Owner shall be entitled to one (1) vote for each Tract owned. Any termination or amendment to this Declaration, however, must also be approved in writing by the Declarants in order to be valid. Any amendment and approval by the Declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

**Section 3: Benefits and Burdens:** The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants, the Owners of the Tracts located within the "SUBJECT PROPERTY" and their respective heirs, successors, personal representatives and assigns.

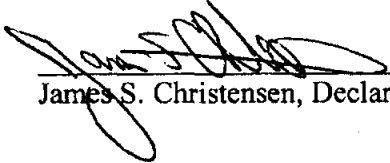
**Section 4: Severability:** Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.


**Section 5: Easements:** Easements and rights of way as shown on the recorded plat are hereby reserved on the subject property for wires, electricity lines, gas lines, telephone lines, or any other public or quasi-public utility service purposes together with the right of ingress and egress at any time for the purpose of further construction and repair.

**Section 6: Variances:** Variances to any of these covenants may be granted by the Committee as appropriate in specific cases, at the discretion of the Committee, on a very limited case-by-case basis. All variances must be approved in writing by the Committee.

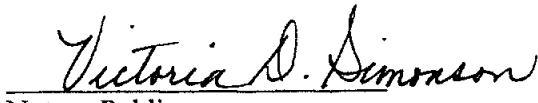
**Section 7: Liability of Committee and Declarants:** No Owner or other individual with proper standing shall make any claim, demand, or action against the Committee or Declarants and neither shall the Committee or the Declarants be liable to anyone for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval whatsoever related in any way to any of the covenants or provisions in this "Declaration of Protective Covenants" in its entirety.

In Witness Whereof, this Declaration of Protective Covenants and Home Owners' Association Agreement has been executed this 2<sup>nd</sup> day of March 2006.

  
James S. Christensen, Declarant

  
Leslie G. Christensen, Declarant

The foregoing Declaration of Protective Covenants and Home Owners' Association Agreement was executed by James S. Christensen and Leslie G. Christensen on the date stated above.

  
Notary Public

7/22/2008  
My Commission Expires:



✓

SUBDIVISION SETUP FORM

Subdivision Proper Name PRAIRIE SKY ESTATES

Received from JOHN STEIL

Grantor JAMES S CHRISTENSEN, LESLIE G CHRISTENSEN Document Date 05/03/06

Grantee IN RE PRAIRIE SKY ESTATES

Legal Description NE4 SEC18 T14N R65W

SUBDIVISION INFORMATION

Short Alpha Name PRAIRIE SKY EST Number 2996

Block Name NONE Lot Name TRACT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page \_\_\_\_\_ Old Hard Copy Book/Number \_\_\_\_\_

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	R/V SW
<u>14</u>	<u>65</u>	<u>18</u>		

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>2996 NONE</u>	<u>1</u>	<u>31</u>			



020-045 (R12/01)